



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT made on September 20 2023, between // the Town of Anthony Town located at 401 Wildcat Dr, Anthony, TX 79821 (the "Client") and Rave Marketing & Events, LLC, a Texas limited liability company located at 1407 N. Florence Street, El Paso Texas, 79902 (the "Promoter").

SECTION 1. Recitals

The Client is the Town of Anthony, a municipality organized under the laws of the State of Texas. The Client desires to engage the services of the Promoter, as an independent contractor and not as an employee, to plan and manage the Leap Year Festival for the Town of Anthony and to render its services on the terms and conditions provided in this agreement.

The Promoter is a Marketing and Event Management/Promotion company properly qualified to practice in the State of Texas. Promoter desires to render professional production and event management services for the Client on the terms and conditions provided in this agreement.

THEREFORE, the Client engages the services of the Promoter. In consideration of the mutual promises contained in this contract, the parties agree as follows:

SECTION 2 Term

A.) This agreement is effective as of September 20 2023. It will continue in effect until the earlier of completion of all promotional and managerial duties stated hereinafter, March 31, 2024, or termination per the terms herein.

SECTION 3 Services

A.) The services to be rendered by the Promoter to the Client consist of producing and managing all aspects of The Leap Year Festival ("the Event"). The Event will take place on the site of Henry Miramontes Park located at 101 Richard White, Anthony, Texas 79821 and will be held on February 29, March 1 and March 2nd 2024: Rave Marketing & Events will be responsible for all aspects of the coordination and execution of the Leap Year festival event activities. Services provided will include, but are not limited to, negotiating contracts with outside companies for site preparation, advertising, site design, preparation of production timeline and event timeline, booking necessary entertainment and staging, and other designees and affiliates of the Client as required in order to fulfill Promoter's obligations under this Agreement.



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SECTION 4. Fees

- A.) The Promoter will be paid for negotiating & booking necessary contract labor and rentals needed for the Event, producing the event within requested footprint, managing the production of the event footprint, booking necessary entertainment for the event, marketing the event and managing the event under the direction of the Town of Anthony Town Council; for those services the Client agrees to pay the Promoter an event management flat fee of \$35,000. (See Addendum A on pages 5- 8)
- B.) Upon signing of the contract, the Client agrees to pay the Promoter 60% of the event's \$174,500 budget upfront by no later than September 30th, 2023 (\$104,700). The remaining balance due on the event expenses will be paid upon submission of remaining outstanding event invoices. The difference shall be payable within 10 days of final invoice submission.
- C.) The Client agrees to reimburse any expenses pre-approved by Client: Pre-approved expenses to include but not limited to Staging, Sound, Tents, Chairs, Promotional items, Print materials, Generators, Entertainment, Labor, Advertising and Rentals. All expenditures will need to stay within the approved final budget and be pre-approved by the Town Council. (See Addendum B on page 9)
- D.) If the Client requires additional services not included in this agreement, the Promoter is entitled to receive an additional fee that must be negotiated and paid separately.

SECTION 5. Evaluation & Early Termination

- A.) The Client will review performance at least weekly starting September ____, 2023, through the end of the Agreement. In the event that the contract between the Client and The Promoter is terminated pre-maturely due to poor performance, the Client agrees to reimburse the Promoter for all pre-approved expenses incurred by Promoter for Client within 5 days of termination.
- B.) The Promoter will give periodic reports, by email or conference call, of the event progress to The Firm's Marketing Director and other representatives or affiliates of the Client as will be determined.
- C.) To the extent the event is cancelled (at the sole discretion of the Client) at any time between now and event date, then Client shall give Promoter prompt notice and this contract shall be terminated. Promoter will be entitled to receive reimbursement for all pre-approved expenses incurred and 50% of management fee.

SECTION 6. Insurance and Indemnification

- A.) The Client will include the Promoter as an additional insured in all event insurance certificates held by the Client for the event or event site that the Promoter is on contract to manage to cover any claims arising out of the performance of its services under this agreement. The Client will indemnify, hold harmless, and defend the Promoter from any and all claims arising from any acts or omissions of the Client or the Client's officers, employees, managers, contractors, or agents.
- B.) The Promoter will indemnify, hold harmless, and defend the Client from any and all claims arising from any acts or omissions of the Promoter or the Promoter's officers, employees, managers, contractors, or agents.



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SECTION 7. Entire Agreement

- A.) This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

SECTION 8. Assignment

- A.) Neither this agreement nor any duties or obligations may be assigned by the Promoter without the prior written consent of the Client. In the event of an assignment by the Promoter to which the Client has consented, the assignee or the assignee's legal representative must agree in writing with the Client to personally assume, perform, and be bound by all the provisions of this agreement.

SECTION 9. Successors and Assigns

- A.) Subject to the provisions regarding this assignment, this agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION 10. Attorney's Fees

- A.) If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

SECTION 11. Governing Law

- A.) This agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas.

SECTION 12. Amendment

- A.) This agreement may be amended by the mutual agreement of the parties to it, in writing, to be attached to and incorporated in this agreement.



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**SECTION 13.
Legal Construction**

- A.) In the event that any one or more of the provisions contained in this agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never contained in it.

Promoter:

RAVE MARKETING & EVENTS, LLC.

By: _____ Date: _____

Gina Roe-Davis, as Agent on behalf of
Rave Marketing & Events, LLC.

Client:

Town of Anthony Texas

By: _____ Date: 9/20/2023

Mayor Anthony Turner

Attest: _____ Date: 9-20-23

Valerie Armendariz
Town Clerk

Addendum A



SCOPE OF WORK

Prepared for: Town of Anthony

Project: Leap Year Festival

Submitted by: Gina Roe-Davis

Rave Marketing & Events, LLC

Date: 09/20/2023

Project Management Objective:

To hire an experienced team that is able to successfully produce and manage the Leap Year Festival in the town of Anthony, Texas.

GOALS AND OBJECTIVES

Goals for the Leap Year Festival

The business goals and objectives for this project will focus on producing and managing a successful event that:

- Promotes and celebrates the Town of Anthony, Tx. as the Leap Year Capital of the World.
- Promotes town tourism and economic development.
- Provides a platform for local businesses, artists, performers, and creators to showcase their goods or talents.

Scope of Work

Service Overview

RAVE Project Management Services:

Administration:

- **Updating and staying on track in the following areas:**

Finance: the development and use of budget.

Procurement: sourcing, selection, and contracting of the suppliers and vendors from whom goods and services will be with that deliver cost value.

Time: cover the processes required for the establishment and verification of timelines, production schedules and "day of" schedule.

Design:

- **Input and Management direction in the following areas:**

Entertainment: working directly with necessary contacts in securing and finalizing overall selection of suitable entertainment.

Production: Sourcing and securing proper sound & light for event and other production needs such as video board// contract implementation and cost avoidance.

Theme Management: Overall look of the event – Design of event logo and use of proper Town Logo, message and overall image of event.

Marketing:

- Oversight and assistance in the following:

Print Material: design, acquisition or production, and delivery of printed materials for the event –Signage, Promotional items.

Promotion: communicating and assisting in organization of public campaign to generate attention, interest and demand for the event.

Media Relations: Assist in formulation and execution of tactics capable of garnering interest by the media such: Press Releases, Interviews, and social network tie-ins. Assist with media check in and distribution of press materials day of event.

Hospitality: Assist in securing necessary hospitality for event VIP's and guests – Check in for Performers, Catering, Ceremonial necessities and gifts.

Advertisement: Production of Ad materials and placement of media buys to include but not limited to Billboard, TV, Radio, Social Media and Print.

Operations:

- Assistance in the following:

Communications: Organizing, preparing and producing notifications for all parties of progress– attending meetings and participation in conference calls with Town Council

Logistical: includes the analysis and supervision of the tasks necessary for the move-in, installation, maintenance, event agenda, disassembly, and move-out activities associated with the event project.

Site: Ensuring the proper development and layout of the site wherein the event project takes place – Providing timelines, working with current construction company, communicating with contracted labor, site prep implementation.

Risk:

Assistance in:

Insurance: Helping secure proper insurance from participating vendors, contract labor // additional insured as needed or requested.

Compliance: Helping secure necessary paperwork to assure the event is in compliance with town codes and regulations.

ASSUMPTIONS

Project Assumptions

The following assumptions were made in preparing the Project Proposal:

Rave Marketing will work with the Town of Anthony Town Council, to get support and approval to implement the necessary project procedures and tasks.

Failure to meet deadlines within the time specified in the project timeline will result in project delays and will increase project costs.

Proper Tools and Resources are available to assist in intended outcome of project objectives and goals.

The Project Plan may change as new information and issues are revealed.

The information contained within the Project Management Proposal will likely change as the project progresses. While change is both certain and required, it is important to note that any major changes to the Project will impact at least one of three critical success factors: Available Time, Available Resources (Financial, Personnel), or Project Quality.

Addendum B

LEAP YEAR FESTIVAL

ESTIMATED COSTS AS OF SEPT. 20, 2023, modifications done by Town of Anthony



Event Date: Feb. 29, Mar 1 and 2 - 2024

Event Times: Thurs - 6pm-8pm
Friday - 6pm-10pm
Saturday - 2pm-10pm

NOTES:

1. UNTIL A SITE VISIT IS DONE, SOME ITEMS CAN NOT BE QUOTED
2. ALL QUOTES ARE ESTIMATES AND DO NOT INCLUDE TAX, DELIVERY FEES AND SHIPPING COSTS
3. Line items may be added or deleted

Description	TOTAL BUDGET	ESTIMATES			Notes
		Thurs 2/29	Fri. Mar 1	Sat. Mar 2	
Food & Drinks	\$2,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	is this for catering? need clarification
Entertainment	\$60,000.00	\$ -	\$ 3,000.00	\$ 57,000.00	the line item was increased for Mar 2nd from \$47,000 to \$57,000
Set Up - Rentals	\$6,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	
Up Lighting and Photo Opp	\$0.00				
Equipment Rentals	\$2,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	
Production - AV	\$25,000.00	\$ -	\$ 12,500.00	\$ 12,500.00	
Equipment	\$2,500.00	\$ -	\$ 1,250.00	\$ 1,250.00	
Travel / Rider Request	\$4,000.00			\$ 4,000.00	
Graphics/ Printing/ Décor	\$2,000.00	\$ 500.00	\$ 750.00	\$ 750.00	
Marketing/ Advertising	\$32,500.00	\$ 1,000.00	\$ 15,500.00	\$ 16,000	
Stamps / Postage					
Security					this will be provided by Anthony Police Department (5,000)
Park & City Permits					
Supplies	\$1,000.00	\$ -	\$ 500.00	\$ 500.00	
Valet	\$0.00				
Staffing - Event staff	\$2,500.00	\$ -	\$ 1,000.00	\$ 1,500.00	
Insurance					
Maintenance					This will be provided by Public Works Department (5,000)
Miscellaneous		DAY 1 BUDGET	DAY 2 BUDGET	DAY 3 BUDGET	
		\$ 3,500.00	\$42,250	\$ 93,750.00	
TOTAL	\$139,500.00				
Rave Marketing & Event Management Fee	\$35,000.00				
TOTAL BUDGET	\$174,500.00				
60% deposit due at signing	-\$104,700.00				
BALANCE DUE					